



a. No. 3295 / Date 26/11/99

28316

Sold to Hemant

D/o. W/o. Ramdhan

For Whom Modi Builders-Methodist Complex

Stamp Vendor L. No. 26/99
CITY CIVIL COURT
SECUNDERABAD

WEE 22/12/99

SHOP: 30

UHF.

LEASE AGREEMENT

This Lease Agreement is made and executed on this the 26th day of November 1999, at Hyderabad, A. P., by and between

M/s. Modi Enterprises (Wholly owned by Modi Builders Methodist Complex) a partnership firm, having its office at 5-4-187/ 3 & 4, M. G. Road, Secunderabad and represented by its partners Shri. SATISH MODI aged 53 years, S/o. Late Shri. Manilal C. Modi and Shri SURESH BAJAJ aged 41 years, S/o. Late Shri. Parmanand Bajaj hereinafter referred to as the "LESSOR", which expression, unless repugnant to the context, shall mean and include their heirs, successors, legal representatives, administrators, assigns and nominees etc.,

AND

1. Mr. Khaleel Ahmed S/o. Late Sageer Ahmed aged 48 years Occupation: Business residing at B-4, F-7, Poonam Apartments, Chirag Ali Lane, Abid Road, Hyderabad.
2. Mr. Soheel Ahmed S/o. Late Sageer Ahmed aged 39 years Occupation : Business, residing at 3-6-173, Hyderguda, Hyderabad
3. Mrs. Nazneen W/o. Mr. Khaleel Ahmed aged 40 years, residing at B-4, F-7, Poonam Apartments, Chirag Ali Lane, Abid Road, Hyderabad
4. Ms. Dr. Asra Faheemunnisa D/o. Khaleel Ahmed aged 22 years, residing at B-4, F-7, Poonam Apartments, Chirag Ali Lane, Abid Road, Hyderabad

For Modi Builders (Methodist Complex)

Partners
For Modi Builders (Methodist Complex)
Satish Modi
Suresh Bajaj
Partners

Khaleel Ahmed

Satish

Nazneen

Asra

Ram

5. Ms. Raana D/o. Khaleel Ahmed aged 21 years, residing at B-4, F-7, Poonam Apartments, Chirag Ali Lane, Abid Road, Hyderabad hereinafter collectively referred to as the "LESSEES", which expression, unless repugnant to the context, shall mean and include their heirs, successors, legal representatives, administrators, assigns and nominees etc

WHEREAS Methodist Church in India are the Owner of premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abid Road, Hyderabad, A. P.

AND WHEREAS in pursuance of a registered deed of lease dated 19.04.1988 registered Document No. 686/90 of 1990, before District Registrar Office, Nampally, Hyderabad. The said M/s. Methodist Church in India have granted a long lease in favour of the LESSOR herein on the terms and conditions mentioned therein in relation to 2,760 Sq. mtrs. of land out of the premises bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abid Road, Hyderabad.

AND WHEREAS duly authenticated copy of the said registered lease deed dated 19.04.1988 is hereby furnished by the LESSOR herein to the LESSEE herein.

AND WHEREAS M/s. Methodist Church in India had also executed a development agreement in favour of the LESSOR herein dated 09.01.1981 in pursuance of which the LESSOR herein had a right to take up construction on the leasehold site.

AND WHEREAS in pursuance of the said development agreement dated 09.01.1981, the LESSOR herein has taken up and completed the construction by raising suitable structures thereon after obtaining sanction therefor from the Municipal Corporation of Hyderabad.

AND WHEREAS the LESSOR herein has represented that as per the development agreement dated 09.01.1981 and the lease deed dated 19.04.1988 which is registered on 09.09.1990 executed by and between M/s. The Methodist Church in India and the LESSOR herein is authorized to create valid and subsisting sub-leases for longer periods and any such sub-leases for longer periods and any such sub-lease created by the LESSOR herein with respect to the aforesaid leasehold (which is covered by the registered leased deed dated 19.04.1988) or any part thereof shall be valid, subsisting and binding on the M/s. Methodist Church in India;

AND WHEREAS Clause 5(h) of the said registered lease deed dated 19.04.1988 reads as follows:

"The Tenant shall be entitled to assign, transfer, sublet and/or give on lease and license, the tenanted premises of any portions thereof, for such consideration as the tenant may consider proper and for which no further consent of the Landlord shall be required. It is hereby declared that in the event of cancellation of the said Development Agreement of this tenancy Deed entered into with the said m/s. Modi Builders/M/s. Modi Enterprises, the sub-tenants (s) performing his/her/their obligations as per the Agreement entered into with Modi Builders/Modi Enterprises, such sub-tenancy shall continue to be in force and the subtenant(s) shall have the right to enjoy the premises they have contracted and in such an event, his/her/their obligation will be towards the Church, the Landlord/Owner".

WHEREAS the LESSEE herein has been desirous of taking a Shop in the aforesaid Building/Complex covered by the registered lease deed dated 19.04.1988 relation to an extent of 380 Sq. ft of super built up area on the Upper Ground Floor which is in the nature of a Mulgi/Shop bearing No. 30 bearing M. C. H. No. 5-9-189/190, situated at Abids, Hyderabad;

The LESSEE is desirous of executing a regular lease deed between the LESSOR and the LESSEE at his own cost on the following terms and conditions;

For Modi Builders/Modi Enterprises

1. *Channayya*
2. *Sahs*
3. *Nagman*
4. *Asw*
5. *Rana*
6. *Satish Mohan*
7. *Nagman*
8. *1-5*

THIS LEASE DEED THEREFORE WITNESSETH

1. The LESSOR has leased out and the LESSEE has taken on lease the shop bearing No. 30 (Thirty) on the upper ground floor in the said building admeasuring about 380 Sq. ft of super built up area, and described in detail in the schedule hereto, hereafter referred to as the leased premises.
2. The Lease has commenced from 1st Decombor 1999.
3. The LESSEE shall pay to the LESSOR throughout the lease period by way of consideration of the lease an amount of Rs. 100/- (Rupees One Hundred only) per month for the leased premises at an increase in rent of 20% every five (5) years on the then existing rent, other terms remaining unaltered.
4. Since this lease contemplated by this lease deed is to be a long term arrangement and for the purpose of stamp duty and registration, this deed may be deemed for a period of 11 (Eleven) years and shall be renewed on the same terms and conditions by executing a fresh lease deed, including this clause for renewal, and any non-execution of the renewed lease deed will not entitle the LESSOR herein to terminate the lease and it shall be deemed to a continuing tenancy on the terms and conditions mentioned in this lease deed.
5. The LESSEE has made with the LESSOR a total security deposit of Rs. 10,50,000/- (Rupees Ten Lakhs and Fifty Thousand only) as follows:
 - a) Rs. 50,000/- (Rupees Fifty Thousand only) vide cheque No. 236957 dated 26.10.1999 drawn on Oriental Bank of Commerce, Nampally Station Road, Hyderabad.
 - b) Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) vide cheque No. 928780 dated 06.11.1999 drawn on Oriental Bank of Commerce, Nampally Station Road, Hyderabad.
 - c) Rs. 2,00,000/- (Rupees Two Lakhs only) vide cheque No. 921235 dated 06.11.1999 drawn on Oriental Bank of Commerce, Nampally Station Road, Hyderabad.
 - d) Rs. 2,75,000/- (Rupees Two Lakhs and Seventy Five Thousand only) vide cheque No. 928782 dated 31.12.1999 drawn on Oriental Bank of Commerce, Nampally Station Road, Hyderabad.
 - e) Rs. 2,75,000/- (Rupees Two Lakhs and Seventy Five Thousand only) vide cheque No. 921236 dated 31.12.1999 drawn on Oriental Bank of Commerce, Nampally Station Road, Hyderabad.

This deposit shall not carry any interest under any circumstances whatsoever. This deposit may be retained by the LESSOR and shall be refunded without any interest or accretion whatsoever to the LESSEE on the termination of this lease and on the LESSEE delivering to the LESSOR or its nominee/s vacant possession of the leased premises in its original state and in no other circumstances. This clause is to be construed strictly.

6. The LESSEE shall use the premises for lawful commercial purposes only.
7. Besides the above mentioned rent payable the LESSEE shall be liable to bear and pay all taxes, cess, fees, charges consequential and all other amounts that may be raised, levied paid or payable to the Municipal Corporation of Hyderabad or any other body, authority, government, semi- government or otherwise. The same shall be paid directly to the Corporation etc., or to the LESSOR, if it so desires, who shall pay the consolidated sums to the Corporation etc., in respect of the leased premises only.

For Modi Builders (Methodist Complex)

Partner

For Modi Builders (Methodist Complex)

Partner

8. The lease amount of each month shall be paid by the **LESSEE** to the **LESSOR** or his authorized agent on or before 5th day of every succeeding month
9. The **LESSEE** shall permit the **LESSOR** and or his agents to enter upon the property for inspection and examination of the state and condition thereof.
10. The **LESSEE** shall be liable to keep the property in proper state and condition and shall not have any right to alter or amend the present structures, shape and condition of the property in a manner that may adversely affect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alterations of flooring which do not alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building.
11. The **LESSEE** shall be liable to bear and pay the following:
 - a) repairs to the property
 - b) License and other fees.
 - c) Electricity charges.
 - d) Maintenance charges @ Rs. 1.50 per sq.ft of super built up area, in advance per month (subject to increase from time to time as intimated by the **LESSOR**). In case the above cited payments are delayed the **LESSEE** shall be liable to pay interest at the rate of 30% p.a on all such delayed payments.
12. In the event of the **LESSEE** committing default in any payment or committing a breach or breaches of any other terms and conditions, the **LESSOR** shall send a reminder to the **LESSEE** to rectify the default within 15 days, failing which the **LESSOR** shall be entitled to determine the lease by giving 15 days notice to the **LESSEE** whether such nonpayment or breaches take place within the agreed period of lease or otherwise.
13. The **LESSEE** shall not do any business connected with liquor, or serve liquor, on the premises.
14. The **LESSEE** shall be entitled to put up the name boards relating to their business or profession only at the spaces designated by the **LESSOR** for these purposes and shall not put any sign boards on the exterior of the building.
15. The **LESSEE** shall be entitled to use the common services of the building including the lift and staircase. The **LESSEE** shall be liable to maintain the common areas in good and decent condition, not to throw dirt or refuse therein and help maintain the building in good working atmosphere.
16. Subject to the fulfilment of all their obligations stated herein, the **LESSEE** shall be entitled to assign, transfer sublet, and/or give on leave and licence (including succession of death), their rights stated herein, on such terms and conditions as they deem fit to any person, so however that such transfers shall also be bound by the terms and conditions hereof. For doing this, no further consent of the **LESSOR** or the Owners shall be needed.
17. The Transferees/assignees of the **LESSEE** as mentioned above shall have the same rights and obligations as the **LESSEE** has mentioned herein.
18. The **LESSOR** shall have the right to carry on further construction on or in the said building as also any extension or annexe thereto as and when they so desire and the **LESSEE** shall not object or create hindrance and shall extend all co-operation to the **LESSOR** thereof.

For Modi Builders (Pvt) Ltd.

Partner

for Modi Builders (Pvt) Ltd.

Partner

19. This agreement shall be subject to the jurisdiction of the Courts at Hyderabad only.
20. If the **LESSEE** has fulfilled all his obligations stated herein, and continues to do so in future, the **LESSOR** shall not terminate the lease.
21. In the event of cancellation of the tenancy agreement between the Owners and **LESSOR**, the **LESSEE** performing his obligations stated herein, this agreement shall continue to be in force and the **LESSEE** have the right to enjoy the premises they contracted and in such as event, their obligations will be towards the Church, the Landlord/Owner.

SCHEDULE

All that shop bearing no. 30 on the upper ground floor in METHODIST COMPLEX, bearing M. C. H No. 5-9-189/190, situated at Abids Road, Hyderabad, admeasuring approx. 380 S.ft. of super, built up area and bounded by:

NORTH:	8' common passage
SOUTH:	Chirag Ali Lane
EAST:	Shop No. 31
WEST:	Shop No. 29

IN WITNESS WHEREOF the **LESSEE** and the **LESSOR** have executed this Lease Deed in presence of the witnesses named below.

WITNESSES.

1. Y. S. R. Murthy
2. S. M. Hussain

LESSOR

- For Modi Builders (Methodist Complex)
1. Salim Nabi Partner
 2. Amir Khan Partner

LESSEE

- K
- S
- Na B
- Asa
- Raan
1. Khanum
 2. Sahar
 3. Nazneen
 4. Asra
 5. Rana